



Rizzetta & Company

Town of Kindred Community Development District

Board of Supervisors Meeting April 4, 2024

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.townofkindredcdd.org

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors	Jennifer Sanchez Byron Brown Antonio Aponte Jason Torres Jorge Alverio	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock LLP
District Engineer	Xabier Guerricagoitia	Boyd Civil Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
District Office · Orlando, Florida · (407) 472-2471
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.townofkindredcdd.org

**Board of Supervisors
Town of Kindred
Community Development District**

March 28, 2024

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Town of Kindred Community Development District will be held on **April 4, 2024, at 2:00 p.m.** at the **Osceola County Courthouse**, located at **1 Courthouse Square, Kissimmee, Florida 34741**. The following is the **final** agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A. Aquatic Weed Management Report
 1. Hydrilla Treatment Updates
 2. Algae Bloom Updates
 - B. Field Manager Updates
 1. Introduction of Jose Rodriguez (Clubhouse Manager)
 2. Discussion of Minors in the Community Gym
 3. Consideration of Tennis Court Readers Proposal Tab 1
 4. Tennis Court Signs
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on February 1, 2024..... Tab 2
 - B. Ratification of Operation and Maintenance Expenditures for January 2024..... Tab 3
 - C. Consideration of Resolution 2024-02, Conducting the General Election Tab 4
- BUSINESS ITEMS**
 - A. Discussion of Fiscal Year 2024-2025 Budget Tab 5
 - B. Discussion of Basketball/Pickleball Court..... Tab 5
 - C. Discussion of Golf Cart for Clubhouse
 - D. Consideration of Gym Repairs Proposal Tab 6
 - E. Consideration of Men's Pool Bathroom Repair Proposals..... Tab 7
 - F. Consideration of Clubhouse Lamp Repairs Tab 8
 - G. Consideration of Oodle Swing Proposal Tab 9
 - H. Ratification of Monument Pressure Washing..... Tab 10
 - I. Ratification of Field Manger Debit Card
 - J. Ratification of Playground Mulch Proposal Tab 11
 - K. Ratification of Towlando Agreement..... Tab 12
 - L. Ratification of Polling Place Agreement..... Tab 13
 - M. Ratification of Pool Chair Agreement..... Tab 14
- 6. STAFF REPORTS**
 - A. District Counsel

- B. District Engineer
 - 1. Drainage Updates
 - 2. Erosion/Depression Project
- C. District Manager
 - 1. Website Audit Tab 15
 - 2. Handicap Chair
 - 3. Amazon Account
 - 4. Square Account (Clubhouse Rentals/Amenity Cards)
 - 5. Rabbits Eating Turf
 - 6. Dallos Amendment & SOP's

7. SUPERVISOR REQUESTS AND COMMENTS

8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,
Brian Mendes
Brian Mendes

TAB 1



Guardian Access Solutions

1028 W. Washington Street ▪ Orlando, FL 32805 ▪ (407) 422-8850 ▪ Fax (407) 649-8352
www.GuardianAccess.com ▪ Email: servicefl@GuardianAccess.com

THIS IS AN ESTIMATE FOR SERVICE – DO NOT PAY

*****NOTE: Prices are valid for 30 days from the date of this estimate*****

BILLING:

Town of Kindred - EMAIL
8529 South Park Circle Suite 330
Orlando, Florida 32819-
Contact: Jose Rodriguez
Phone: (939) 206-0277 Ext:
Alt Phone: Fax:
Email: jrodriguez@rizzetta.com

PROPERTY:

Town of Kindred CDD
1450 Diamond Loop Drive
Kissimmee, Florida 34744-
Called in by: Jose Rodriguez
Phone: (939) 206-0277 Ext:
Alt Phone: Fax:
Email: jrodriguez@rizzetta.com

Re: Job #245517 /Estimate for Service #40487

Date: 02-29-2024

Prepared By: Claudia Campuzano

Total Pages: 2

Scope of work:

(RSB) Quote to replace the following at the clubhouse:

- Tennis Pedestrian Gate #1-card reader.
- Tennis Pedestrian Gate #2-card reader.
- Tennis Pedestrian Gate #3-card reader.
- Back Social Room-request to exit button.

Labor and materials listed below to complete scope of work.

Parts/Materials

Qty	Description	Price	Ext Price
Clubhouse (2)/Card Reader - Tennis Ped Gate #1/HID/ProxPoint Plus 6005			
1	Card Reader	\$191.02	\$191.02
Clubhouse (2)/Card Reader - Tennis Ped Gate #2/HID/ProxPoint Plus 6005			
1	Card Reader	\$191.02	\$191.02
Clubhouse (2)/Card Reader - Tennis Ped Gate #3/HID/ProxPoint Plus 6005			
1	Card Reader	\$191.02	\$191.02
Clubhouse (2)/RTE - Social Room Back/Alarm Controls Corporation/TS-2T			
1	Request to Exit Button, Programmable, SINGLE GANG, Red/Green, Timed or Toggle Output,	\$55.90	\$55.90

Totals:

Service Parts	Welding Parts	FOP	Labor	Travel	
\$628.96	\$0.00	\$25.16	\$350.00	\$50.00	

Guardian Access Solutions - Estimate for Service

Disclaimers

This estimate is based on all other components of the system being in working condition. If during the course of the installation any other items need repair or malfunction we can repair them as necessary at an additional charge.

Estimate Total: \$1,054.12

Notes:

Please sign below to indicate acceptance of the above proposed scope of work and return via fax or email at your earliest convenience.

Signature: _____ Date: _____

Print Name: _____

Sincerely:

Claudia Campuzano

Guardian Access Service Department

(407) 422-8850

Fax: (407) 649-8352

servicefl@GuardianAccess.com

TAB 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Town of Kindred Community Development District was held on **February 1, 2024, at 2:00 p.m.** at the **Osceola County Courthouse**, located at **1 Courthouse Square, Kissimmee, Florida 34741.**

Present and constituting a quorum:

Jennifer Sanchez	Board Supervisor, Chairman
Byron Brown	Board Supervisor, Vice Chairman
Jason Torres	Board Supervisor, Assistant Secretary
Jorge Alverio	Board Supervisor, Assistant Secretary
Antonio Aponte	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company
Bennett Davenport	District Counsel, Kutak Rock, LLP
Xabier Guerricagoitia	District Engineer, Boyd Civil Engineering, Inc.
Bill Snively	Aquatic Weed Management

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Mendes called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Public Comments

No members of the audience made any comments.

THIRD ORDER OF BUSINESS

Aquatic Weed Management Report

Mr. Mendes opened the discussion amongst the board.

Mr. Snively briefed the board on monthly reports and Hydrilla treatment updates

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Meeting held on
December 7, 2023**

Mr. Mendes presented the meeting minutes of the Board of Supervisors meeting held on December 7, 2023 and asked if any changes were requested.

Ms. Sanchez commented on grammatical error that was fixed.

On Motion by Ms. Sanchez, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors meeting held on December 7, 2023, for the Town of Kindred Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures November
and December 2023**

Mr. Mendes presented the Operation and Maintenance Expenditures and asked if there were any questions.

Ms. Sanchez inquired on IPFS invoice (late fee), trustee fee, and monument three motor update.

On Motion by Ms. Sanchez, seconded by Mr. Torres, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for November (\$64,924.62) and December (\$143,270.88) for the Town of Kindred Community Development District.

SIXTH ORDER OF BUSINESS

Discussion of Lights Year Round

Mr. Mendes opened the discussion.

Mr. Aponte requested additional lighting throughout community, specifically the walk paths.

The district engineer stated that the district should reach out to KUA on the current lease agreement, and inquiry what the district can do to get additional lighting.

It is states Mr. Aponte will work with district staff on identifying on a map what area's are in need of light.

The board requested the district manager gather proposals for monument lighting.

Mr. Brown inquired about the possibility of solar lights. The district engineer responded to the inquiry.

SEVENTH ORDER OF BUSINESS

Discussion of Election Voting at the Clubhouse

Mr. Mendes opened the discussion.

District Counsel briefed the board on supervisor of elections request to use the clubhouse for voting ballots.

On Motion by Mr. Aponte, seconded by Ms. Sanchez, with all in favor, the Board of Supervisors ratified agreement with the county for voting ballots, for the Town of Kindred Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Field Manager
(Under Separate Cover)**

Mr. Mendes opened the discussion.

Mr. Torres briefed the board on the interview process and presented the candidates to the board.

Mr. Mendes stated that he supports Mr. Torres decision.

Mr. Brown inquired about candidate number 2.

The district manager and Mr. Torres responded to the inquiry.

Ms. Sanchez commented.

Mr. Brown inquired on how the districts relationship with Artemis will be moving forward.

Mr. Mendes responded on how the process will be moving forward.

Mr. Mendes opened the vote up regarding the Candidates.

Jose is voted for a total of three votes.

Jeralyn is voted for a total of zero votes.

On Motion by Mr. Aponte, seconded by Mr. Brown, with all in favor, the Board of Supervisors awarded Jose Rodriguez with the Rizzetta contract for the Field Manager position, for the Town of Kindred Community Development District.

THIRDTENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

District counsel briefed the board on process on speed bump project.

Ms. Sanchez commented on fees associated with research on this matter and that roads are county owned. Also inquired if CDD wants to use funds for unrelated CDD items.

Mr. Brown commented on safety issues with drivers.

The district engineer commented that the board and residents should email the commissioner of the county in regard to safety concerns.

Mr. Brown stated that he will contact the county.

Ms. Sanchez inquired about previous contractors working without agreements.

Mr. Torres inquired on Backflow.

The district engineer briefed the board that the backflow has been installed and what backflow is.

Ms. Sanchez inquired on why it took a long time to resolve. The district engineer responded to this inquiry.

Mr. Torres inquired on possibility of class action law suit against original developer for negligence.

The district manager commented on this inquiry.

Ms. Sanchez inquired about the process with agreements.

B. District Engineer

Mr. Mendes opened the discussion amongst the board.

Ms. Sanchez inquired on update about the drainage project.

Mr. Mendes informed Mr. Guerricagoitia on updates of email chain and requested he reach out to companies.

Ms. Sanchez stated that the district engineer needs to be more proactive on current projects.

C. District Manager

Mr. Mendes opened the discussion amongst the board.

It is requested that the finalized club house rental form be integrated into the CDD website. The district manager stated that he will be sending an e-blast on this.

Mr. Mendes stated that he will follow up with cascade on fountain timers and fountain light.

Mr. Brown inquired about playground mulch for Park 4.

It is stated that the district manager and chair will work on gathering a proposal from united.

Mr. Mendes briefed the board on the handicap chair and pool painting.

Mr. Torres inquired about the pool attendant's hours.

Mr. Mendes opened the discussion amongst the board on clubhouse parking issues.

Ms. Sanchez briefed the board on the matter.

On Motion by Mr. Brown, seconded by Mr. Torres, with all in favor, the Board of Supervisors approved the district manager and chair to work on finalizing towing agreement with company, for the Town of Kindred Community Development District.

Mr. Mendes discussed pickleball/basketball reform project.

Ms. Sanchez inquired on card cover for the tennis courts.

Mr. Mendes stated that he will follow up on this.

FOURTEENTH ORDER OF BUSINESS**Audience & Supervisor Comments**

No comments were made.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On Motion by Mr. Brown, seconded by Mr. Torres, with all in favor, the Board of Supervisors adjourned the meeting at 3:37 pm, for the Town of Kindred Community Development District.

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235 _____
Assistant Secretary

Chairman/Vice Chairman

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DRAFT

TAB 3

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ORLANDO, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.TOWNOFKINDREDCDD.ORG

Operation and Maintenance Expenditures January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$128,758.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Access Control Technologies, Inc.	100415	C106164	HID Compatible Cards 01/24	\$ 900.48
Amazon Capital Services, Inc.	100410	1K4C-HTLH-RHRH	Dog Waste Supplies 09/23	\$ 214.97
Antonio Jose Aponte Torres	100394	AA120723	Board of Supervisors Meeting 12/07/23	\$ 200.00
Aquatic Weed Management, Inc	100382	16895	Pond Maintenance 11/23	\$ 550.00
Aquatic Weed Management, Inc	100382	17071	Pond Maintenance 12/23	\$ 550.00
Boyd Civil Engineering, Inc.	100405	03872	Engineering Services 12/23	\$ 430.00
Byron Brown	100395	BB120723	Board of Supervisors Meeting 12/07/23	\$ 200.00
CDW Electrical Services, Inc.	100383	25083	GFI Electrical Outlet Replacement 11/23	\$ 190.00
CDW Electrical Services, Inc.	100398	25223	Electrical Services - Main Breaker Repair 12/23	\$ 232.50
Commercial Fitness Products, Inc.	100406	AA12229	Preventative Maintenance 12/23	\$ 185.00
Dallos Services, Inc.	100399	4517	Janitorial Services 10/21/2023 to 10/31/2023	\$ 2,050.00
Dallos Services, Inc.	100399	4573	Janitorial Supplies 12/23	\$ 436.77
Dallos Services, Inc.	100416	4549	Janitorial Services 11/23	\$ 7,642.75

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hidden Eyes, LLC	100384	735520	Video Monitoring Services & Maintenance 01/23	\$ 499.67
Hidden Eyes, LLC	100400	736604	Video Monitoring Services & Maintenance 02/24	\$ 499.67
HP Home Maintenance Solutions, LLC	100401	270	Fountain & Pool Maintenance 12/23	\$ 2,950.00
Innersync Studio, Ltd	100402	21951	Website & Compliance Services 01/24	\$ 384.38
IPFS Corporation	100385	GAA-D41501 Payment 3 of 11 12/23	GAA-D41501 Payment 3 of 11 12/23	\$ 3,587.63
IPFS Corporation	100409	GAA-D41501 Payment 4 of 11 01/24	GAA-D41501 Payment 4 of 11 01/24	\$ 3,587.63
Jason Torres	100396	JT120723	Board of Supervisors Meeting 12/07/23	\$ 200.00
Jennifer Sanchez	100408	JS120723	Board of Supervisors Meeting 12/07/23	\$ 200.00
Jorge Luis Alverio Nunez	100397	JA120723	Board of Supervisors Meeting 12/07/23	\$ 200.00
Kindred Master Homeowners Association, Inc.	100411	138	Payroll 09/23	\$ 4,612.66
Kindred Master Homeowners Association, Inc.	100411	139	Payroll 10/23	\$ 4,612.66
Kindred Master Homeowners Association, Inc.	100411	146	Payroll 11/23	\$ 4,612.66
Kindred Master Homeowners Association, Inc.	100411	147	Payroll 12/23	\$ 6,918.99

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kindred Master Homeowners Association, Inc.	100411	148	Amazon Prim Subscription 01/24	\$ 179.00
Kissimmee Utility Authority	ACH	Monthly Summary 12/23	Electric Services 12/23	\$ 11,258.73
Kutak Rock, LLP	100387	3328390	Legal Services 11/23	\$ 1,675.50
Kutak Rock, LLP	100414	3340510	Legal Services 12/23	\$ 2,615.15
Mitchell Sons Pressure Washing & Outdoor Cleaning LLC	100412	20240114-1790	Outdoor Cleaning Services 01/24	\$ 2,100.00
Nelson's Christmas Decorating, Inc.	100388	2763	Christmas Decorations & Storage 12/23	\$ 1,523.00
One Stop Pool Pros, Inc.	100403	FLN0001161	Hurricane Idalia Pool Prep 09/23	\$ 497.00
Rizzetta & Company, Inc.	100380	INV0000086346	Dissemination Services FY 23-24	\$ 6,000.00
Rizzetta & Company, Inc.	100381	INV0000086420	District Management Fees 01/24	\$ 4,615.33
Spectrum	ACH	168536301012124	Cable & Internet 01/24	\$ 320.09
SunScape Landscape Management Services, Inc.	100389	12036	Landscape Maintenance 12/23	\$ 1,550.00
SunScape Landscape Management Services, Inc.	100404	12132	Landscape Maintenance 01/24	\$ 1,550.00
TOHO Water Authority	ACH	Monthly Summary II 11/23	Water-Sewer Services 11/23	\$ 5,519.87

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Truly Nolan Branch 711	100390	711171963	Pest Control 12/23	\$ 79.00
Truly Nolen of America, Inc.	100391	711171964	Pest Control 12/23	\$ 77.00
Truly Nolen of America, Inc.	100407	711173595	Pest Control 01/24	\$ 79.00
Truly Nolen of America, Inc.	100407	711173596	Pest Control 01/24	\$ 77.00
United Land Services	100392	54782	Mulch Install 11/23	\$ 1,410.82
United Land Services	100392	56781	Landscape Maintenance 12/23	\$ 33,667.00
United Land Services	100413	63063	Plant Replacement 12/23	\$ 120.33
United Land Services	100413	63308	Plant Replacement 01/24	\$ 2,782.50
United Land Services	100413	63436	Tree Removal 01/24	\$ 220.47
United Land Services	100413	63438	Replant 10 Leaning Trees 01/24	\$ 938.00
United Land Services	100417	64095	Landscape Maintenance 01/24	\$ 2,622.40

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Waste Connections of Florida	100393	1478901	Account # 6460-132920 Waste Disposal Services 01/23	\$ 316.42
Waste Connections of Florida	100418	1483235	Account # 6460-132920 Waste Disposal Services 02/24	<u>\$ 316.42</u>
Report Total				<u>\$ 128,758.45</u>

TAB 4

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Osceola County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Jennifer Sanchez, and Seat 2, held by Jorge Alverio, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of April 2024.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

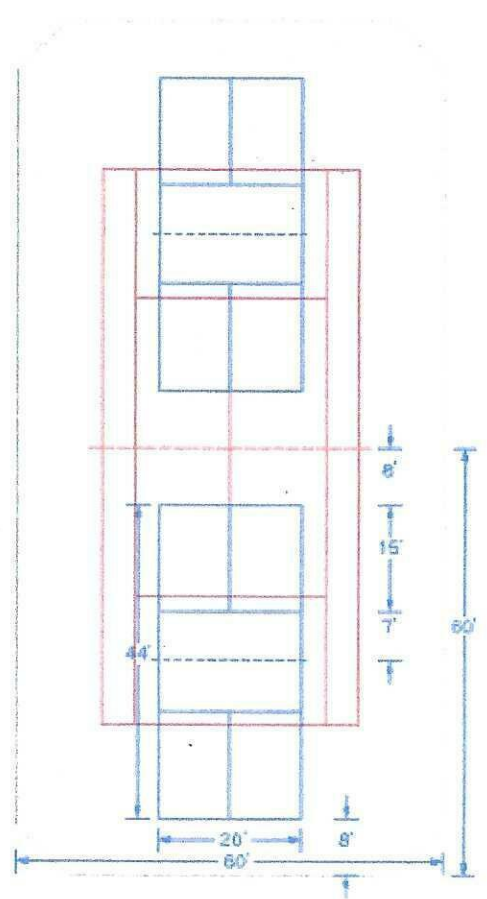
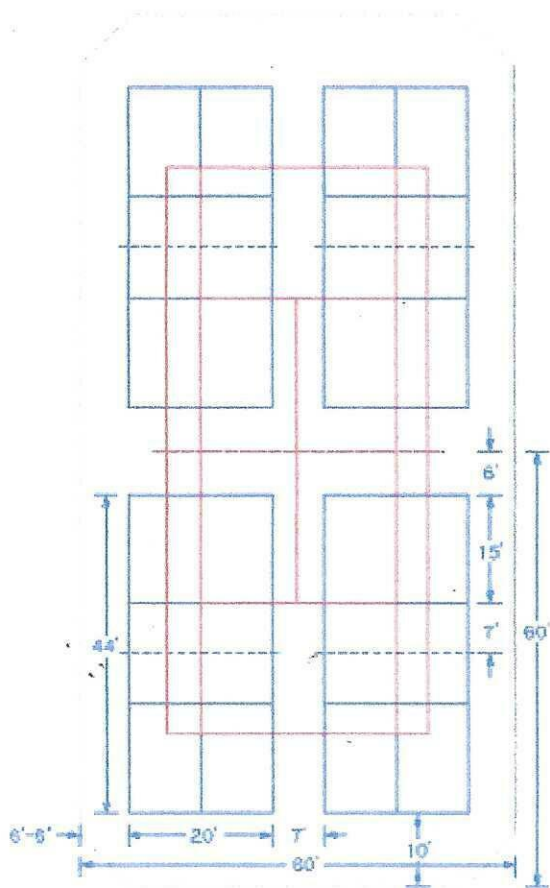
Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Town of Kindred Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Osceola County Supervisor of Elections located at 2509 E. Irlo Bronson Memorial Highway, Kissimmee, Florida 34744; Ph: (407) 742-6000. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Town of Kindred Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Osceola County Supervisor of Elections.

Publish once and during the week of May 19, 2024.

TAB 5







ESTIMATE

Estimate #4788

Date: October 16, 2023


1742 S. Woodland Blvd., Ste. 217
Deland, FL 32720

Terms: 50% deposit
Balance upon completion

Name/Address/Phone

Kendred
1450 Diamond Loop
Kissimmee, FL
Attn: Jason
Email: jaytcdd@gmail.com

Note: Estimate is valid for 30 days

Job Description	Unit Price	Total
<p>Convert (1) Tennis Court to Basketball Court:</p> <ul style="list-style-type: none"> Remove existing tennis posts and fill holes Install two (2) commercial grade gooseneck basketball posts with aluminum backboard and net * machine sand surface patch cracks apply one coat of acrylic resurface apply two coats of acrylic color line court to regulation specifications 		\$ 14,000.00
<p>Basketball Systems:</p> <ul style="list-style-type: none"> 4-1/2" poles with 4' offset Galvanized steel, schedule 40 with direct mount welded to gooseneck Two 1-5/16" steel braces Aluminum fan backboard – 56" x 36" Single rim goal with nylon nets Safety cushion around poles 		
<p>Single Tennis Court with Pickleball Lines</p> <ul style="list-style-type: none"> machine sand existing surface patch cracks level low spots apply one coat of acrylic resurfacer apply two coats of acrylic color line court to regulation specifications for tennis and (1) pickleball paint net posts hang net <p>Optional: additional pickleball lines... \$300 each court portable pickleball net system w/wheels...\$ 300 each</p>		\$ 5,200.00
TOTAL:		\$ 19,200.00
One year warranty on materials and workmanship		



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

March 23, 2024

Town of Kindred
1450 Diamond Loop Drive
Kissimmee FL 34744

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and the Town of Kindred, hereinafter called the Customer for the conversion of (1) tennis court to (1) basketball court with respect to the following terms and specifications:

DEMO / REMOVAL

The Contractor will remove existing tennis net posts and repair damaged asphalt.

SURFACING OF BASKETBALL COURT

Court Size: 60' x 120' -Basketball hoops to accommodate 50' x 94' Basketball Court

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch 175 square feet of depressions greater than 1/16" after 1 hour drying time in sunlight, grind down any ridges as necessary. Up to 15 gallons of patching material included.

The Contractor will install fiberglass mesh membrane over entire court area to repair excessive cracking.

(2) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

(2) Coats of Color Concentrate (two-tone). To provide in depth color over court surface. Color Choice _____

<https://sportsurfaces.com/design/surface-color-selector/>

The Contractor will locate, mark, and paint playing lines in accordance with high school regulations using white textured heavy bodied acrylic latex paint.

EQUIPMENT

See options on page 2

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of **TEN THOUSAND NINE HUNDRED US DOLLARS (\$10,900.00)**

*All prices are in US Dollars. Prices are subject to change after fourteen (14) days. Our bid prices are based upon you providing adequate access and storage areas.



7011 Wilson Rd.
West Palm Beach Fl. 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

March 23, 2024

Town of Kindred

1450 Diamond Loop Drive
Kissimmee FL 34744

OPTIONAL – PLEASE INITIAL TO ORDER

Waste Removal: Customer will provide dumpster for waste removal or agrees hereby to be billed for waste removal fees. Average Price per dumpster \$ 600-\$1,000.00 depending on location/service provider.

Dumpster provided by customer _____ Dumpster provided by Sport Surfaces _____

Color Choice Additional Coating: Light Colors and Red will need a 3rd Coat. ADD \$ 1,600.00 _____

Only applies to red and light colors. Most colors do not need additional coating.

Basketball Equipment Options:

The contractor will supply and install (2) attack select adjustable height basketball system with 36"x60" acrylic backboard and rim ADD \$ 9,000.00 _____

The contractor will supply and install (2) fixed height or adjustable basketball system with NBA 42"x72" tempered glass backboard and rim ADD \$10,400.00 _____

The contractor will supply and install (2) jam select adjustable height basketball system with 36"x60" acrylic backboard and rim ADD \$ 7,900.00 _____

The Contractor will install (2) Gooseneck 4.5" O.D. fixed height pole with fan shaped aluminum backboard and rim. ADD \$ 7,000.00 _____

Pickleball Lines: The Contractor will add lines for (1) pickleball court per USPA

ADD \$ 650.00 _____ Quantity _____

Portable Pickleball Net Posts:

The Contractor will supply and assemble (1) Deluxe Portable Pickleball Net Post and Net system with wheels.

ADD \$ 990.00 _____ Quantity _____

March 23, 2024



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www.sportsurfaces.com

Town of Kindred

1450 Diamond Loop Drive
Kissimmee FL 34744

PROVISIONS:

The Customer agrees to pay 50% due upon acceptance of proposal
The Customer agrees to pay 25% due upon commencement/material delivery.
The Customer agrees to pay balance upon completion.

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Sub-base settling may cause new puddles to form on the surface which would not be covered under the warranty. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

TERMS & CONDITIONS

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <https://sportsurfaces.com/terms-and-conditions/>

Respectfully submitted by: **Nick Chavez- Sport Surfaces LLC.**

Proposal accepted by: _____ Title: _____ Date: _____



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

March 23, 2024

Town of Kindred
1450 Diamond Loop Drive
Kissimmee FL 34744

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Kindred CDD, hereinafter called the Customer for the resurface of (1) tennis court with respect to the following terms and specifications:

SURFACING OF TENNIS COURT

Court Size: 60' x 120'

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch depressions greater than 1/16" after 1 hour drying time in sunlight, grind down any ridges as necessary. Up to 10 gallons of patching material included.

The Contractor will install fiberglass mesh membrane over entire court area to repair excessive cracking.

(2) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

(2) Coats of Color Concentrate (two-tone). To provide in depth color over court surface. Color Choice _____

<https://sportsurfaces.com/design/surface-color-selector/>

The Contractor will locate, mark, and paint playing lines in accordance with USTA regulations using white textured heavy bodied acrylic latex paint.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of **NINE THOUSAND NINE HUNDRED US DOLLARS (\$ 9,900.00)**

*All prices are in US Dollars. Prices are subject to change after fourteen (14) days. Our bid prices are based upon you providing adequate access and storage areas.



7011 Wilson Rd.
West Palm Beach Fl. 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

March 23, 2024

Town of Kindred

1450 Diamond Loop Drive
Kissimmee FL 34744

OPTIONAL – PLEASE INITIAL TO ORDER

Waste Removal: Customer will provide dumpster for waste removal or agrees hereby to be billed for waste removal fees. Average Price per dumpster \$ 600-\$1,000.00 depending on location/service provider.

Dumpster provided by customer _____ Dumpster provided by Sport Surfaces _____

Color Choice Additional Coating: Light Colors and Red will need a 3rd Coat. ADD \$ 1,600.00 _____

Only applies to red and light colors. Most colors do not need additional coating.

Pickleball Lines: The Contractor will add lines for (1) pickleball court per USPA

ADD \$ 650.00 _____ Quantity _____

Portable Pickleball Net Posts:

The Contractor will supply and assemble (1) Deluxe Portable Pickleball Net Post and Net system with wheels.

ADD \$ 990.00 _____ Quantity _____

March 23, 2024



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561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

Town of Kindred

1450 Diamond Loop Drive
Kissimmee FL 34744

PROVISIONS:

The Customer agrees to pay 50% due upon acceptance of proposal
The Customer agrees to pay 25% due upon commencement/material delivery.
The Customer agrees to pay balance upon completion.

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Sub-base settling may cause new puddles to form on the surface which would not be covered under the warranty. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

TERMS & CONDITIONS

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <https://sportsurfaces.com/terms-and-conditions/>

Respectfully submitted by: **Nick Chavez**- Sport Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____

TAB 6



SERVICE ORDER

OS NO.: 24040

FORT MYERS OFFICE:

6221 Topaz Ct.

Fort Myers, FL 33966

239-938-1461 • Fax: 239-938-1462

jimmy@Commfitnessproducts.com

www.commfitnessproducts.com

CORPORATE OFFICE:

5034 North Hiatus Road

Sunrise, FL 33351

954-747-5128 • Fax: 954-747-5131

mike@commfitnessproducts.com

ORLANDO OFFICE:

8600 Commodity Circle, Suite #108

Orlando, FL 32819

407-730-3189 • Fax: 239-938-1462

service@commfitnessproducts.com

Customer:	Kindred	Date Called:	Date of Svc:	Order No.:	
Address:	1450 Diamond Loop Drive	Person Calling :	Jose Rodriguez	Technician:	
City:	Kissimmee	Phone Number:	407-705-2190	Sales Rep:	
State/Zip:	FL 34744	Email:	jrodriguez@rizzetta.com	Payment Terms:	

WORK TO BE DONE: ☐ REGULAR ☐ SERVICE CONTRACT ☐ WARRANTY ☒ ESTIMATE ☐ EQUIPMENT MOVE ☐ UPHOLSTERY

Install new parts listed below

DESCRIPTION OF WORK PERFORMED	TECHNICIAN RECOMMENDATIONS:
	CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS, COMMERCIAL FITNESS PRODUCTS, INC., FOR DAMAGES OR HARM INCLUDING PERSONAL INJURY ARISING FROM FAILURE TO REPAIR OR REPLACE EQUIPMENT AT THE RECOMMENDATION OF CFP. FURTHER, CFP SHALL NOT BE RESPONSIBLE TO ANY THIRD PARTY OR ULTIMATE USER FOR HARM CAUSED BY CONTINUED USE OF EQUIPMENT AND/OR REPLACEMENT PARTS THAT ARE DEEMED UNSAFE BY CFP.

PARTS & MATERIALS :

[illegible]

I HAVE THE AUTHORITY TO ORDER THE WORK AND THE WORK HAS BEEN SATISFACTORILY PERFORMED AS OUTLINED ABOVE. CUSTOMER AGREES TO TERMS & CONDITIONS OF THIS SERVICE ORDER AND ITS RECOMMENDATIONS. IT IS AGREED THAT CFP WILL RETAIN TITLE TO ANY EQUIPMENT, PARTS OR MATERIAL THAT MAY HAVE BEEN FURNISHED UNTIL FINIAL PAYMENT IS MADE AS AGREED. CFP HAS THE RIGHT TO REMOVE SAME AND WILL BE HELD HARMLESS FOR ANY DAMAGES FROM THE REMOVAL THEREOF.	<u>DIRECTIONS / SPECIAL INSTRUCTIONS</u>		SERVICE CHARGE	\$80.00
	Tax Exempt		MATERIAL	\$412.00
			LABOR	\$80.00
			SUBTOTAL	\$572.00
	<u>SPECIAL ORDER DEPOSIT REQUIRED</u>		TAX	\$0.00
	DEPOSIT		SHIPPING	\$75.00
	C.O.D.		TOTAL	\$647.00

QUOTE VALID FOR 30 DAYS **Approved By:** _____ **Signature:** _____ **Date:** _____

TAB 7

ESTIMATE

24 Hour Flood Pros of Orlando
7242 Twilight Bay Dr
Winter Garden, FL 34787
(801) 915-4511

Sales Representative
Tanner King
Tanner@24hourfloodpros.com



Jose Rodriguez
1450 Diamond Loop Dr
Kindred, FL 34744

Estimate #	15739
Date	2/22/2024

Item	Description	Qty	Price	Amount
Emergency Services				\$1,125.40
Initial Service Response	<p>Warranted/Recognized in Xactimate Platform</p> <p>Includes: Administrative/labor costs associated with allocating resources for an emergency response during normal business hours as needed.</p> <p>Excludes: All labor, travel, materials, or equipment to do the work.</p> <p>Note: An emergency service charge is representative of costs resulting from the immediate reassigning of employees from a job in progress or the activation of employees from on-call status for emergency response.</p>	1.00	\$199.00	\$199.00
Drywall removal	Removal of all the damaged drywall (SF)	110.00	\$2.60	\$286.00
Insulation removal	Removal of all the damaged insulation (SF)	110.00	\$1.30	\$143.00
Protective Plastic	Includes: 6 mil plastic, duct tape, and labor to cover and remove when surrounding work is completed. (Per SF)	754.00	\$0.60	\$452.40
Personal Protective Equipment	<p>Add for personal protective equipment.</p> <p>Includes: Disposable eye wear, gloves, and mask.</p>	1.00	\$45.00	\$45.00
Equipment				\$1,895.00
Equipment	10x air movers for 3 days 1x dehumidifier for 3 days	1.00	\$1,185.00	\$1,185.00
Monitoring	Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings etc. and/or take down & remove dryers and dehumidifiers.	2.00	\$80.00	\$160.00

Item	Description	Qty	Price	Amount
Equipment Decontamination	Includes: Charge for wiping down equipment, germicide, and labor. Reference: IICRC S500 5th Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that can easily be removed with moderate scrubbing and/or minimal cleaning. Per piece of equipment.	11.00	\$50.00	\$550.00
Cleaning				\$292.20
Apply Antimicrobial	Includes: Anti-microbial agent and labor. Note: The surface is treated to kill harmful bacteria and/or prevent mildew. This item is for applying a plant-based or equal environmentally-safe alternative to chemical-based anti-microbials.	210.00	\$0.37	\$77.70
Cleaning - Light	Cleaning - Light / Labor (per Square Foot) Includes: Labor rate per SF for a cleaning technician. Note: The cleaning technician typically uses various cleaning and restoration techniques to clean structural items such as doors, trim, windows, walls and ceilings, etc.	110.00	\$0.45	\$49.50
Haul Debris	Includes: Pickup truck, dumping fees, and labor.	1.00	\$165.00	\$165.00
Additional				\$832.00
Fuel Surcharge	Includes: Temporary fuel surcharge bid item. Note: To be used, if necessary, as a surcharge to compensate for temporary fluctuating fuel costs	1.00	\$75.00	\$75.00
Administrative Fee	Administrative charge is to cover costs associated with opening, maintaining, changing, invoicing or closing an insurance policy.	1.00	\$40.00	\$40.00
Overhead Cost	Overhead Costs that are not directly related to the production of goods or services but are necessary for the operation of the business. This fee is added to all invoices.	1.00	\$446.00	\$446.00
Additional Profit	Additional profit fee is added to all invoices.	1.00	\$271.00	\$271.00
			Sub Total	\$4,144.60
			Total	\$4,144.60

P L E A S E B E A D V I S E D

This is a preliminary estimation. The scope of work might expand after removing visually affected areas. The price is subject to change.



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

Insured: Jose Rodriguez
Property: 1450 Diamond Look Drive
Kissimmee, FL 34744

Home: (939) 206-0277
E-mail: jrodriguez@rizzetta.com

Claim Rep.: Allie Valero
Position: Estimator
Company: Paul Davis Restoration of Orlando

Business: (407) 912-4480
E-mail: alejandra.valero@pauldavis.com

Estimator: Allie Valero
Position: Estimator
Company: Paul Davis Restoration of Orlando

Business: (407) 912-4480
E-mail: alejandra.valero@pauldavis.com

Claim Number: N/A

Policy Number: N/A

Type of Loss: Water Damage

Date Contacted: 2/22/2024 1:12 PM

Date of Loss:

Date Received: 2/22/2024 1:12 PM

Date Inspected: 2/23/2024 1:12 PM

Date Entered: 2/28/2024 1:11 PM

Price List: FLOR8X_FEB24
Restoration/Service/Remodel
Estimate: KINDRED_CLUBHOUSE_R



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

KINDRED_CLUBHOUSE_R

Main Level

Men's Bathroom

Height: 12'

DESCRIPTION

QTY

CEILING

1. Recessed light fixture - Detach & reset trim only	4.00 EA
2. Detach & Reset Bathroom ventilation fan	2.00 EA
3. R&R 5/8" drywall - hung, taped, ready for texture	40.00 SF
4. R&R Batt insulation - 10" - R30 - paper / foil faced	40.00 SF
5. Texture drywall - smooth / skim coat	201.83 SF
6. Seal/prime (1 coat) then paint (1 coat) the ceiling	201.83 SF

WALLS

7. Mask the walls per square foot - plastic and tape - 4 mil	790.33 SF
--	-----------

FLOORING

8. Floor protection - cardboard and tape	189.67 SF
9. Final cleaning - construction - Commercial	189.67 SF

Roof Repair

DESCRIPTION

QTY

Roof Repair

10. Roofing - Labor Minimum	1.00 EA
<i>This is only to re-seal shingles on the front slope for around 200 SF.</i>	
11. Caulking - butyl rubber	55.00 LF

General Conditions

DESCRIPTION

QTY

12. Commercial Supervision / Project Management - per hour	3.10 HR
--	---------

Supervisor hours:

Please reference the Xactware White Paper on Overhead and Profit under "Job Related Overhead" for clarification. A breakout of specific tasks that

a Paul Davis Project Manager performs and as outlined within the Xactimate line item.

- 1. Coordinate, schedule and manage subcontractors and field staff*
- 2. Determining material selections with customer, ordering/purchasing of materials and expediting the pickup or delivery of materials*
- 3. Site inspections and quality control*

- 4. Permitting, plan review, posting permits, scheduling permit inspections*
- 5. Communication, follow up with customers throughout the entire job process*



Paul Davis Restoration of Orlando

5104 Forsyth Commerce Rd.
Orlando, FL 32807
407-629-6700
CBC1264839

CONTINUED - General Conditions

DESCRIPTION	QTY
6. Completing paperwork, documentation and entering dates as required by carriers and TPA's	

Labor Minimums Applied

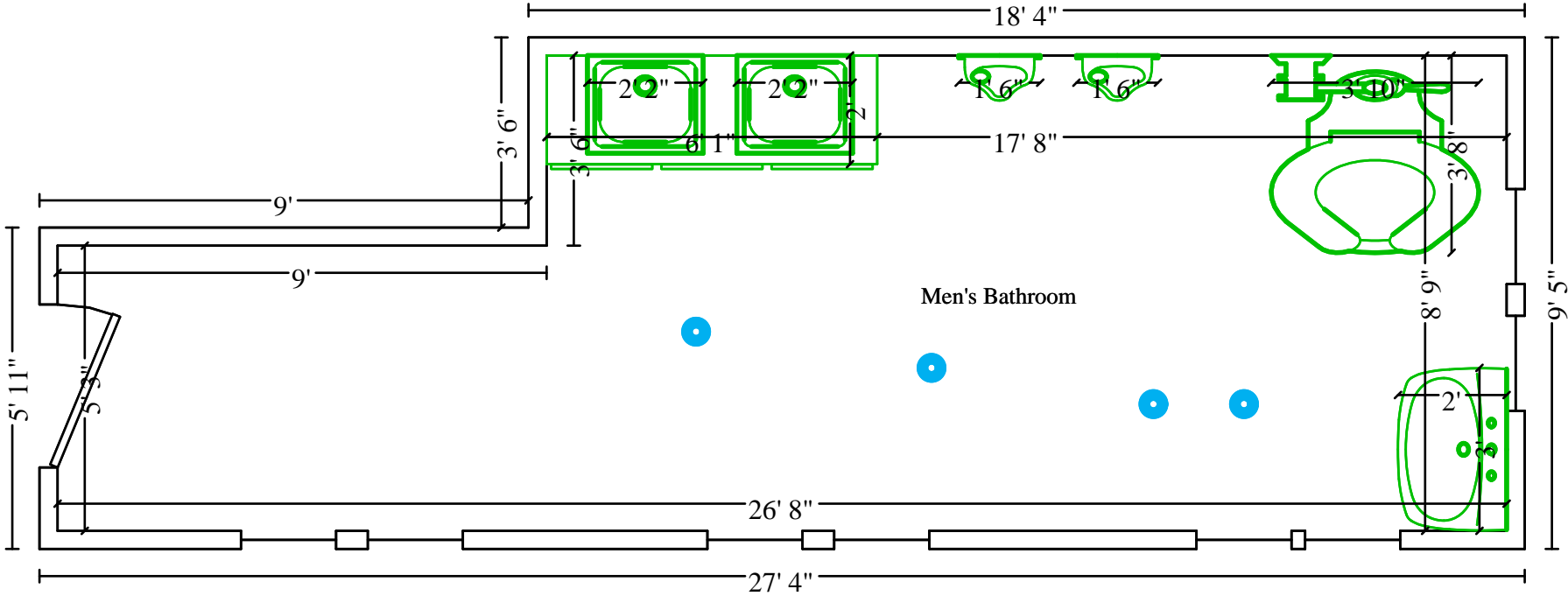
DESCRIPTION	QTY
13. Cleaning labor minimum	1.00 EA
14. Drywall labor minimum	1.00 EA
15. Insulation labor minimum	1.00 EA

Grand Total \$5,109.02

Allie Valero
Estimator

Grand Total Areas:

790.33 SF Walls	201.83 SF Ceiling	992.17 SF Walls and Ceiling
189.67 SF Floor	21.07 SY Flooring	67.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	70.83 LF Ceil. Perimeter
189.67 Floor Area	225.89 Total Area	790.33 Interior Wall Area
895.83 Exterior Wall Area	73.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Main Level



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States

Client: Jose Rodriguez
Property: 1450 Diamond Loop Dr
939-206-0277 34744

Home: (939) 206-0277

Operator: OFFICE2

Estimator: Elian Fuenmayor
Company: SERVPRO OF PEMBROKE PINES/ WEST
MIRAMAR
Business: 911 NW 209th ave #103
Pembroke Pines, FL 33029

Business: (954) 998-0600

Type of Estimate: Water Damage

Date Entered: 2/23/2024

Date Assigned:

Price List: FLOR8X_JAN24

Labor Efficiency: Restoration/Service/Remodel

Estimate: RODRIGUEZ-JOSE

Estimates for Water Mitigation services does not include replacement of any items removed or AC duct cleaning unless otherwise specified by the estimator. All possible precautions will be taken performing mitigation services, however, SERVPRO® will not be held responsible and/or liable for materials that are not reusable during the build-back process. It is imperative that all or any instructions given to the homeowner or occupant at the commencement of the mitigation work be followed. Containments must remain sealed and equipment must be left operating until a technician inspects and monitors equipment.

SERVPRO® cannot be held responsible and/or liable for cross contamination of other areas in the home if instructions are not followed. Please note that all estimates are subject to change in the event the scope of work is altered by the initial inspection. PLEASE NOTE ALL DEPOSITS ARE NON-REFUNDABLE/ DEPOSITS ARE USED TO BLOCK DATES AND GUARANTEE LABOR AND MATERIALS FOR THE PROJECT



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States

RODRIGUEZ-JOSE

Main Level

Bathroom	Height: 8'
DESCRIPTION	QTY
1. Tear out wet drywall, cleanup, bag - Cat 3	20.00 SF
2. Tear out and bag wet insulation - Category 3 water	20.00 SF
3. Remove Light fixture	1.00 EA
4. Clean stud wall	20.00 SF
5. HEPA Vacuuming - Detailed - (PER SF)	20.00 SF
6. Apply plant-based anti-microbial agent to the surface area	20.00 SF
7. Containment Barrier/Airlock/Decon. Chamber	20.00 SF
8. Negative air fan/Air scrubber (24 hr period) - No monit.	5.00 DA
1 AIR SCRUBBER FOR 5 DAYS	
9. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	5.00 EA
1 DEHUMIDIFIER FOR 5 DAYS	

General	
DESCRIPTION	QTY
10. Add for personal protective equipment (hazardous cleanup)	2.00 EA
11. Haul debris - per pickup truck load - including dump fees	1.00 EA
12. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR

Grand Total \$1,550.70

Elian Fuenmayor



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States

Grand Total Areas:

400.00	SF Walls	150.00	SF Ceiling	550.00	SF Walls and Ceiling
150.00	SF Floor	16.67	SY Flooring	50.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	50.00	LF Ceil. Perimeter
150.00	Floor Area	167.11	Total Area	400.00	Interior Wall Area
474.00	Exterior Wall Area	52.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

SERVPRO OF OSCEOLA COUNTY



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United States



1 Main Level - 1-1-Feb 22 2024 02_ Date Taken: 2/22/2024
05pm-GY2C



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United States

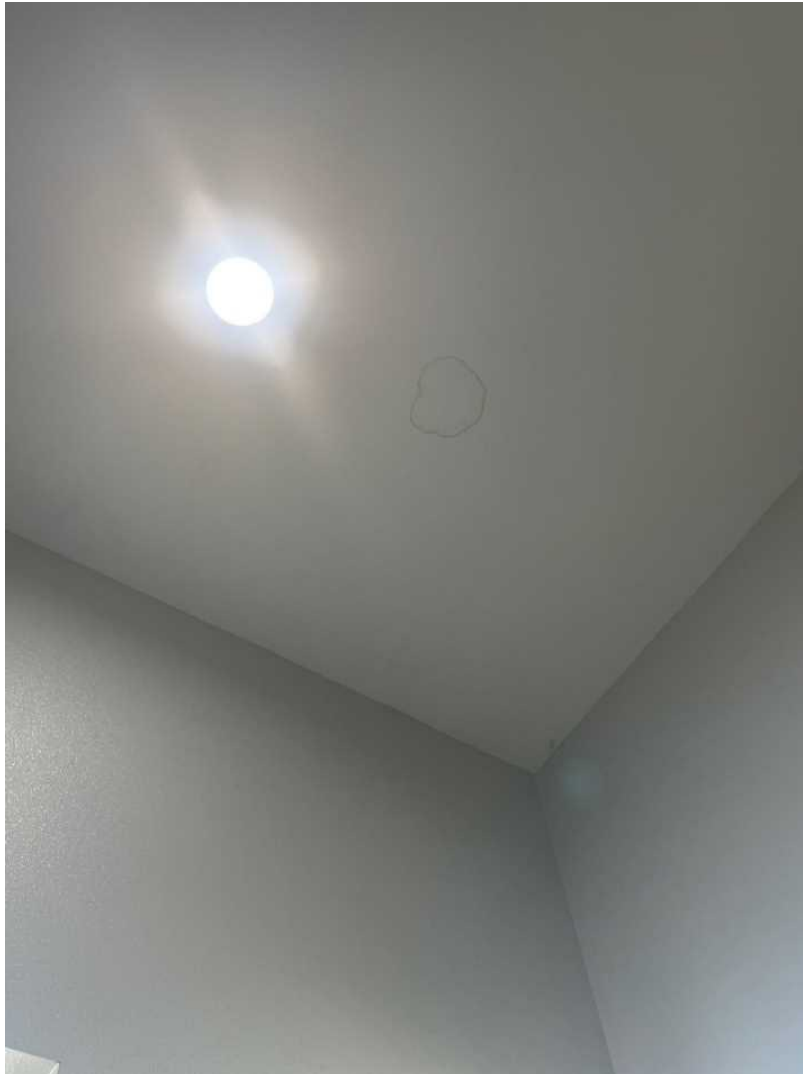


2 Main Level - 2-2-Feb 22 2024 02_ Date Taken: 2/22/2024
06pm-7WzF



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United States



3 Main Level - 3-3-Feb 22 2024 02_ Date Taken: 2/22/2024
06pm-79QG



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Kissimmee, FL 34741
United States

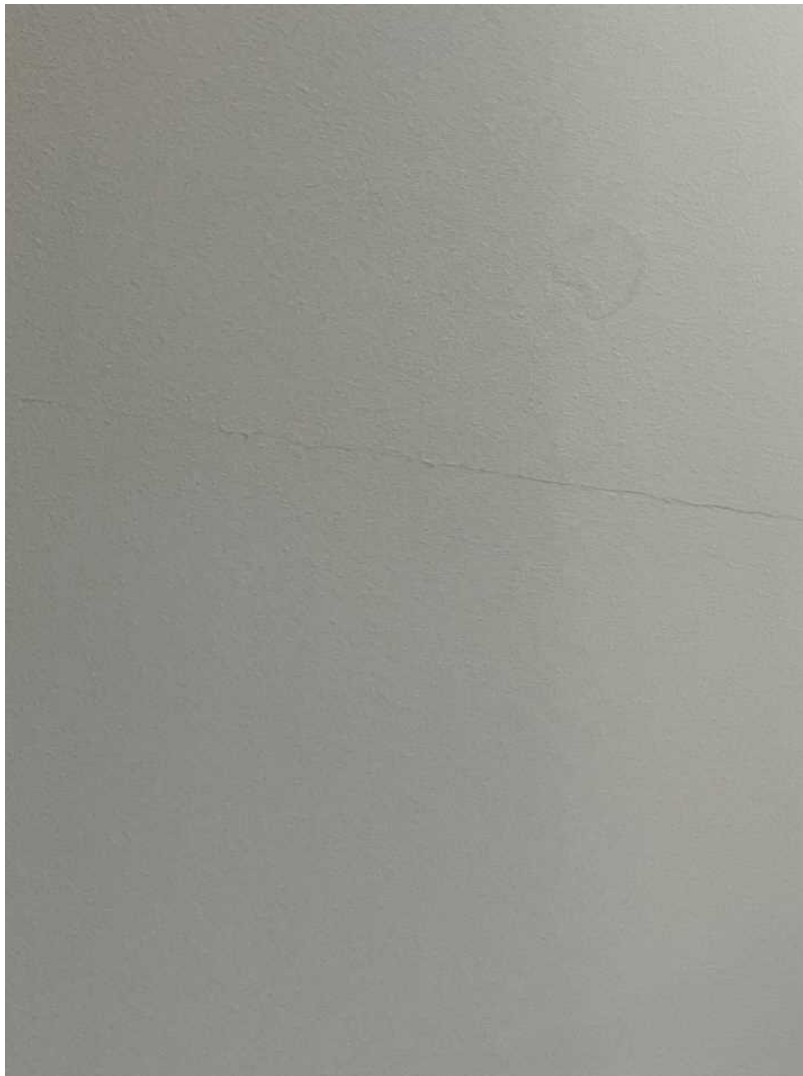


4 Main Level - 4-4-Feb 22 2024 02_ Date Taken: 2/22/2024
07pm-7cVp



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United States

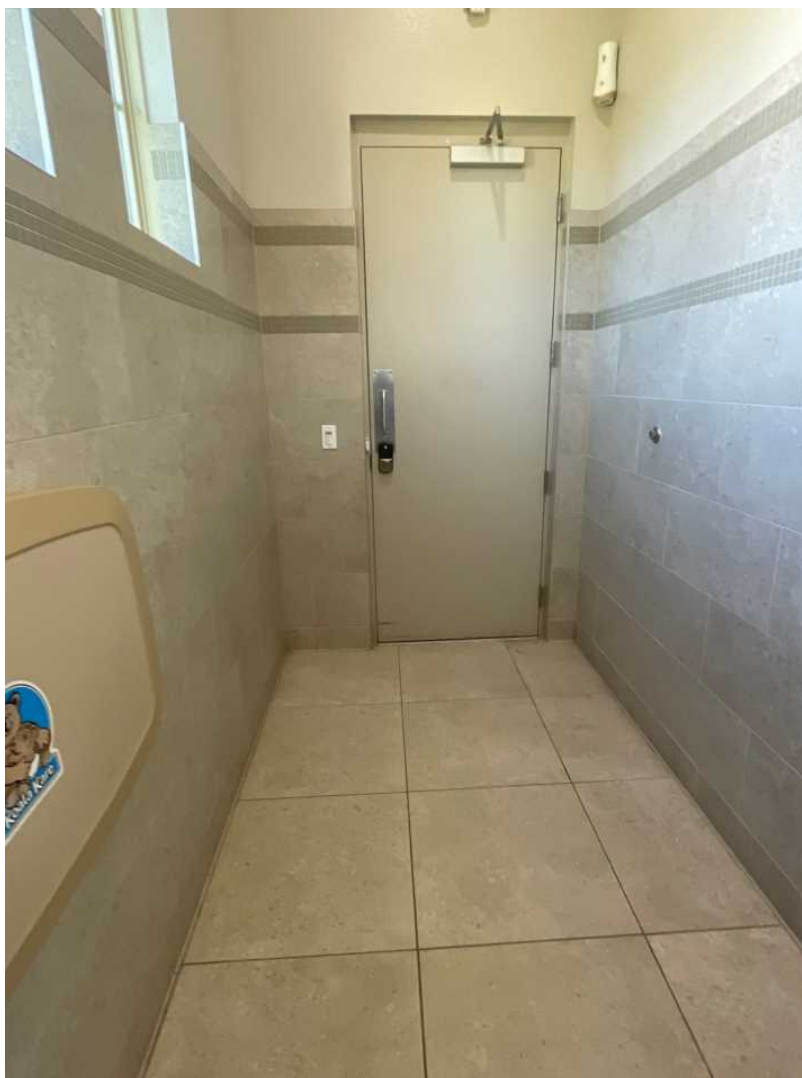


5 Main Level - 5-5-Feb 22 2024 02_ Date Taken: 2/22/2024
07pm-2eD3

SERVPRO OF OSCEOLA COUNTY



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United States



6 Main Level - 6-6-Feb 22 2024 02_ Date Taken: 2/22/2024
07pm-Z3R1

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United States

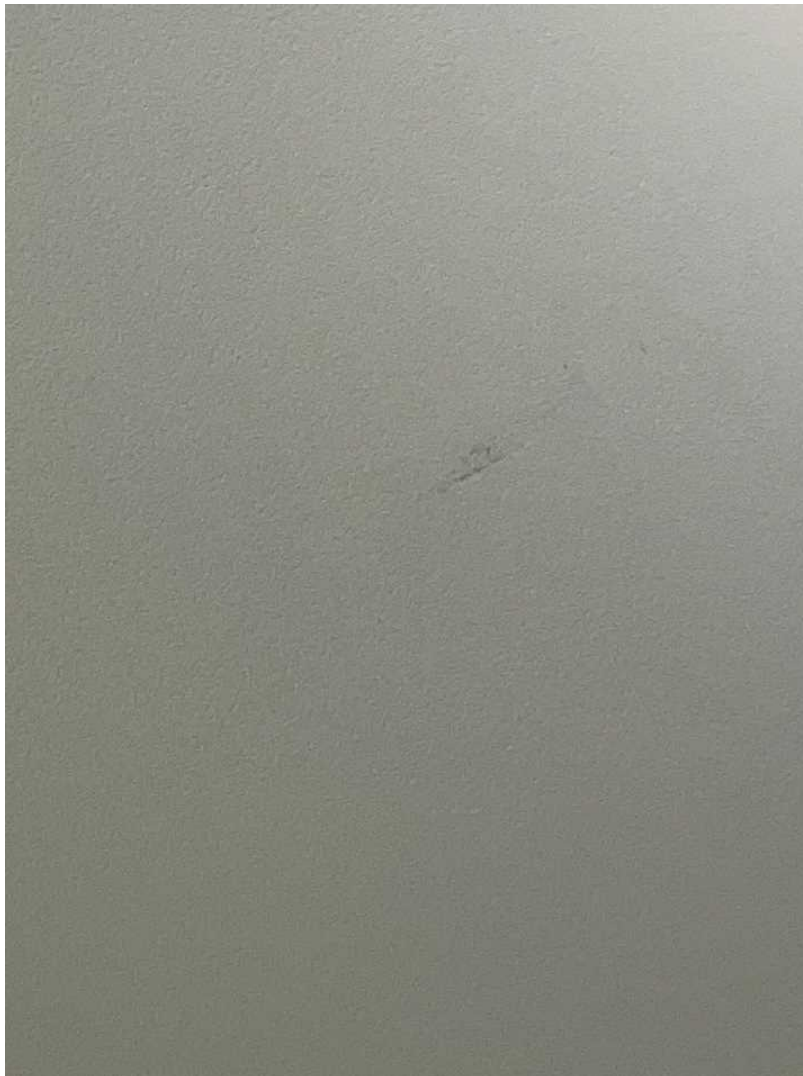


7 Main Level - 7-7-Feb 22 2024 02_ Date Taken: 2/22/2024
07pm-VJZt



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
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United States



8 Main Level - 8-8-Feb 22 2024 02_ Date Taken: 2/22/2024
07pm-N6bG

SERVPRO OF OSCEOLA COUNTY



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United States



9 Main Level - 9-9-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-AX2k

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United States

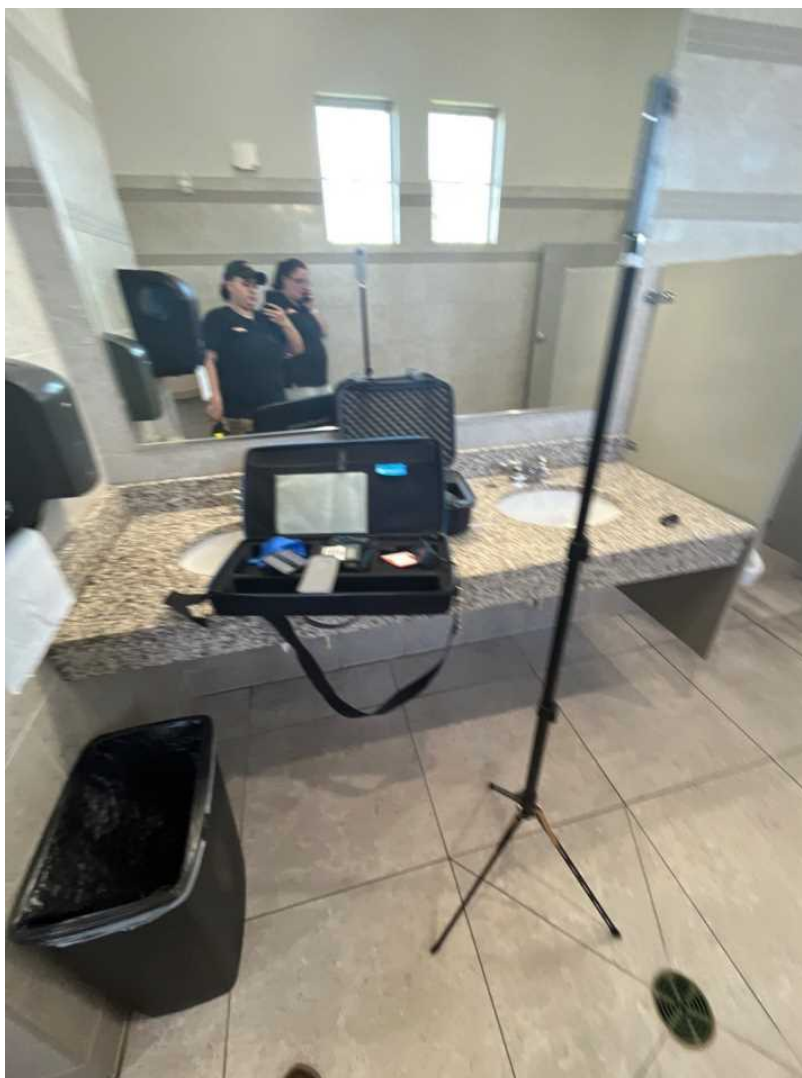


10 Main Level - 10-10-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-pf75

SERVPRO OF OSCEOLA COUNTY



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United States



11 Main Level - 11-11-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-t5hN

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States



12 Main Level - 12-12-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-NzPP

SERVPRO OF OSCEOLA COUNTY



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13 Main Level - 13-13-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-ZaLr

SERVPRO OF OSCEOLA COUNTY



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United States



14 Main Level - 14-14-Feb 22 2024 02_ Date Taken: 2/22/2024
10pm-Sg1Y

SERVPRO OF OSCEOLA COUNTY



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15 Main Level - 15-15-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-y7NQ

SERVPRO OF OSCEOLA COUNTY



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16 Main Level - 16-16-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-s56z

SERVPRO OF OSCEOLA COUNTY



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United States



17 Main Level - 17-17-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-CjuW

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States



18 Main Level - 18-18-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-z8p2



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
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United States



19 Main Level - 19-19-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-9iV2



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United States



20 Main Level - 20-20-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-C3t4



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United States



21 Main Level - 21-21-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-rjaV



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States



22 Main Level - 22-22-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-A3en



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States



23 Main Level - 23-23-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-oHaZ



SERVPRO OF OSCEOLA COUNTY

1251 Dyer Blvd
Kissimmee, FL 34741
United States



24 Main Level - 24-24-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-jiC3

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States



25 Main Level - 25-25-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-myyy

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States

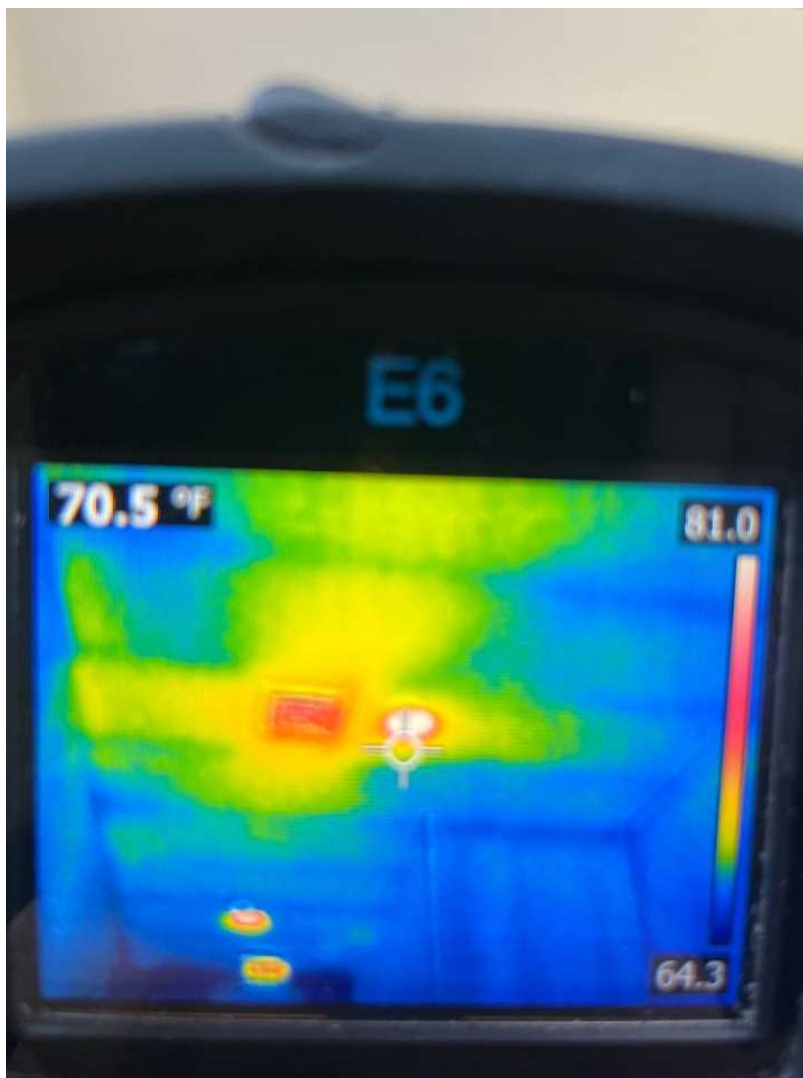


26 Main Level - 26-26-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-nkHp

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States

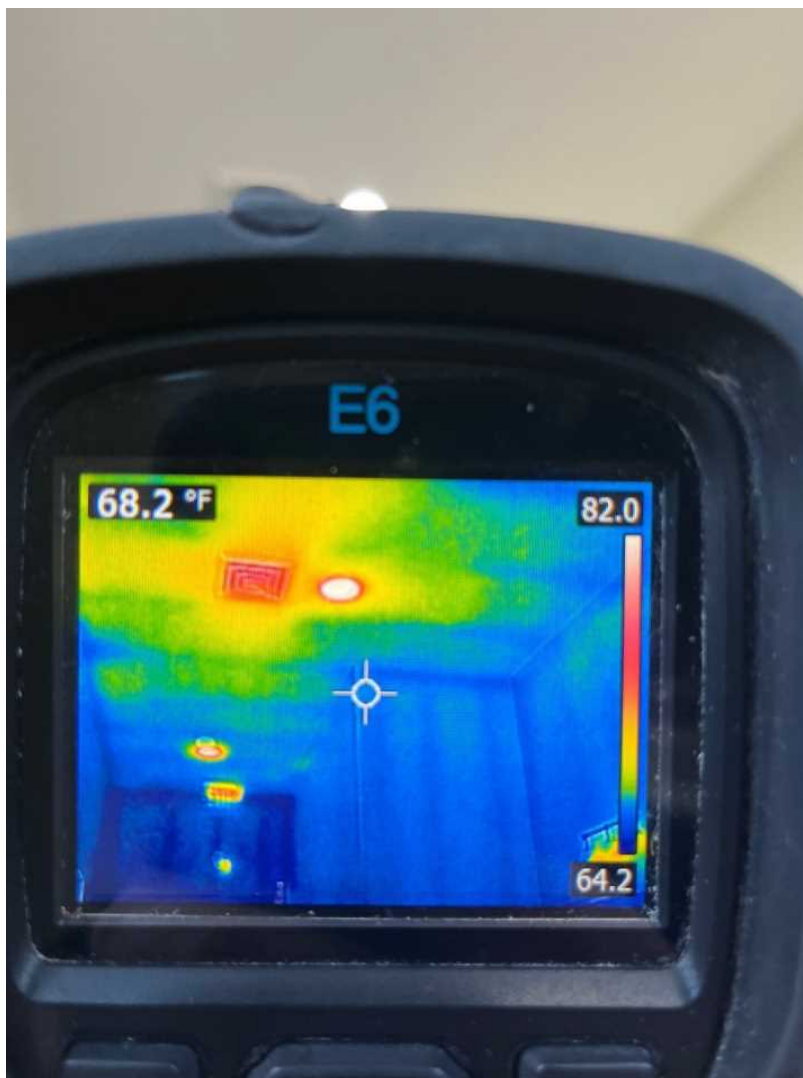


27 Main Level - 27-27-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-D6Qz

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States

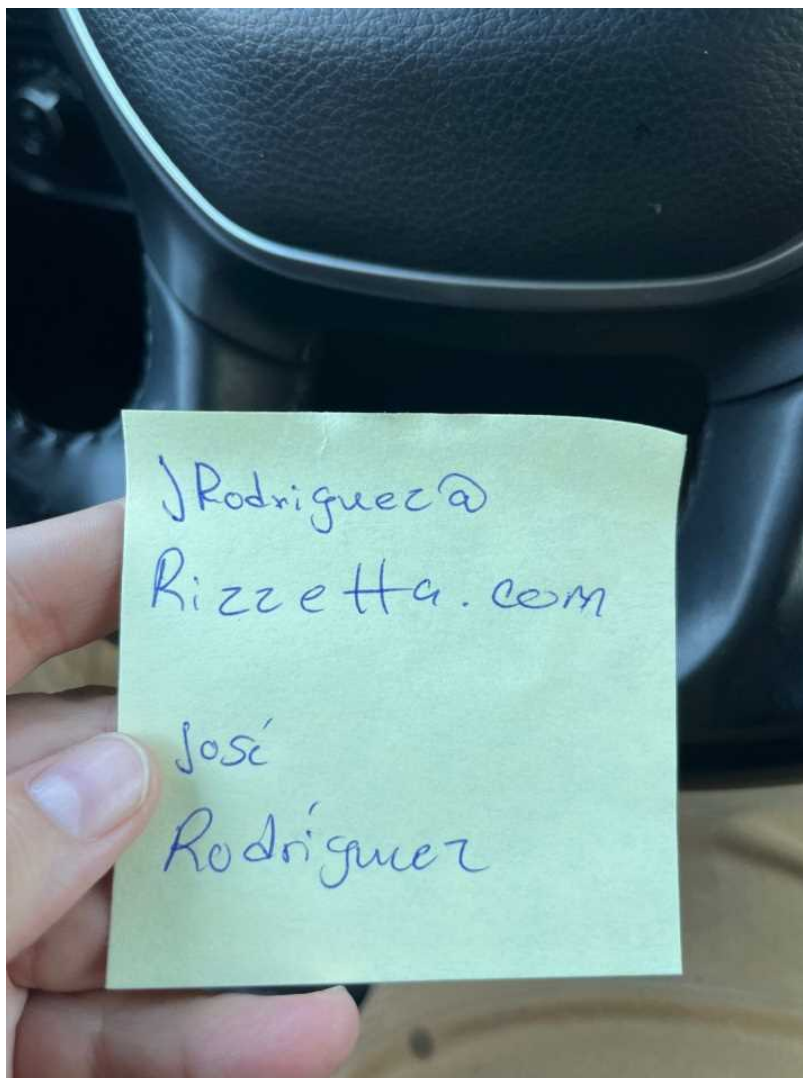


28 Main Level - 28-28-Feb 22 2024 02_ Date Taken: 2/22/2024
11pm-h9s7

SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States

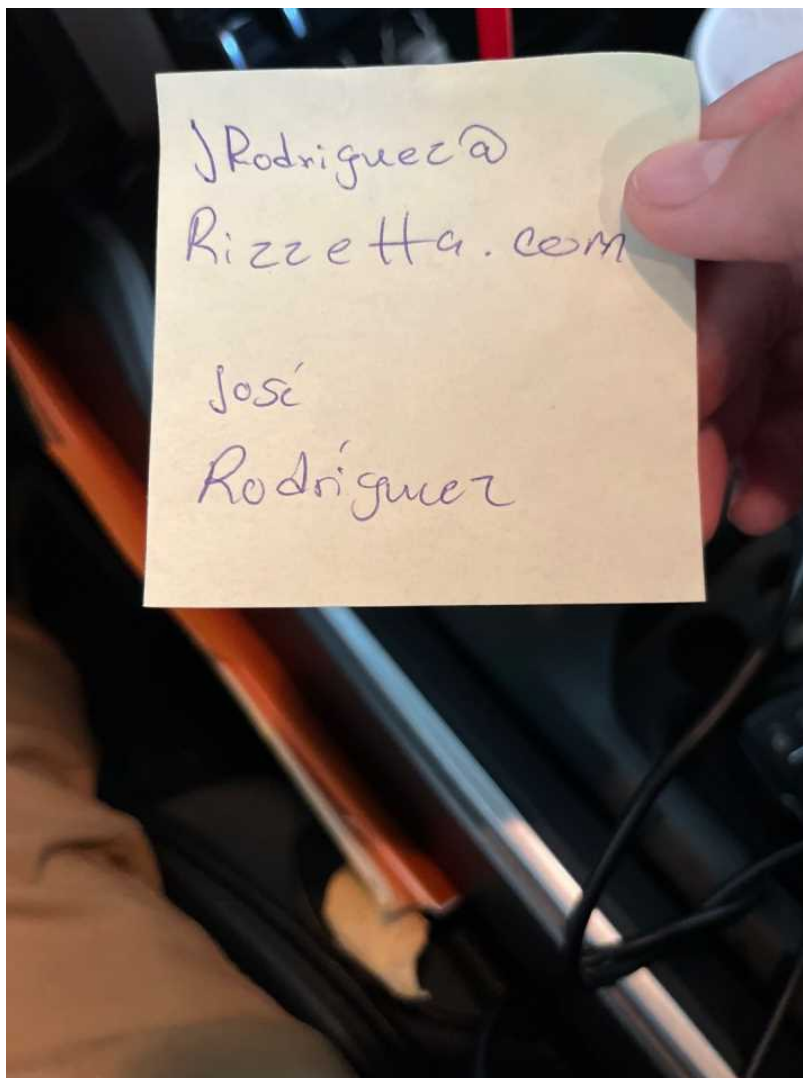


29 Main Level - 29-29-Feb 22 2024 02_ Date Taken: 2/22/2024
15pm-eYPH

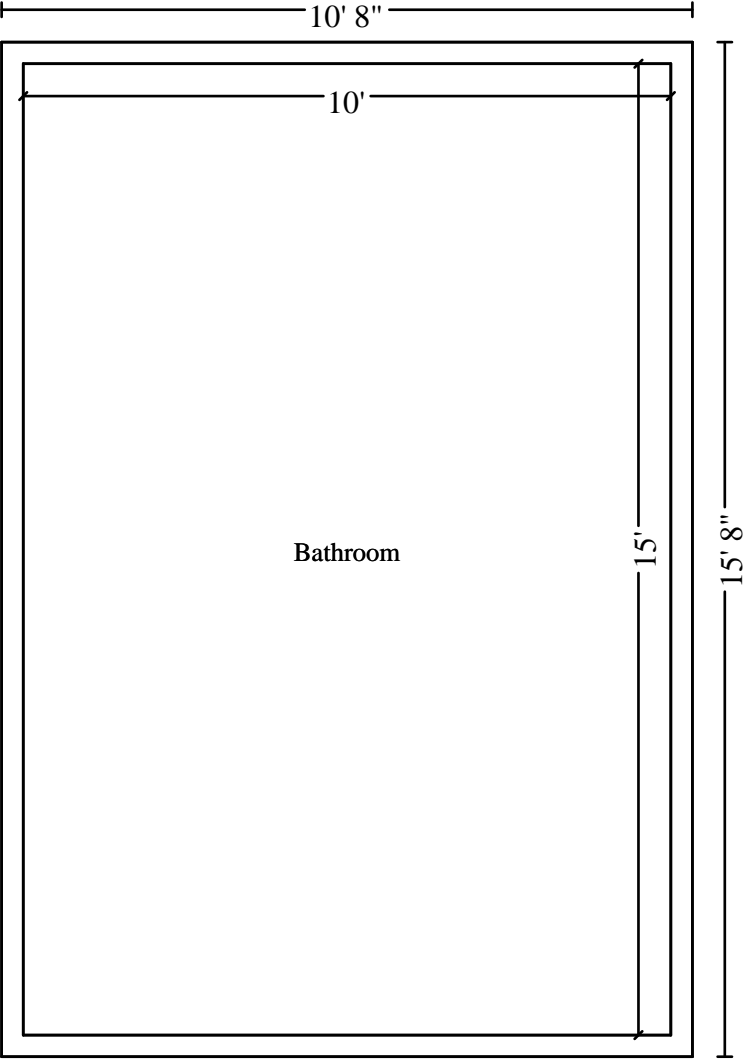
SERVPRO OF OSCEOLA COUNTY



1251 Dyer Blvd
Kissimmee, FL 34741
United States



30 Main Level - 30-30-Feb 22 2024 04_ Date Taken: 2/22/2024
41pm-ApgN



TAB 8



Estimate

Date	Estimate #	Terms
11th March 2024	25477	Due on receipt

Lic EC13006392

Payment is due upon completion of the job.

PO Box 608121,
Orlando Florida 32860
407-565-2225
cs@cdwelectrical.com
<http://www.cdwelectrical.com>

Bill To

Brian Mendes
Town of Kindred CDD
1415 Diamond Loop Drive
Kissimmee, FL 34744

Job Address

1450 Diamond Loop Dr
Kindred FL 34744

DESCRIPTION	Qty	Rate	Amount
Labor and materials needed to replace two of the lamps in fixtures out at the windmill when coming into the subdivision with led par lamps.	1	\$192.84	\$192.84
Labor and materials needed to replace / repair 15 of the led landscape lights around the property and troubleshoot power on pool deck islands	1	\$1,897.64	\$1,897.64
Note: Drywall damage may occur during repair or installation. Drywall repair is the responsibility of the customer. \$45.00 service charge for all returned cheques. Estimates are valid for 30 days.	Subtotal		\$2,090.48
	NONE		\$0.00
	Total		\$2,090.48

TAB 9



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

E-mail POs and contracts to:
contracts@rep-services.com

CGC1508223 FEIN 59-2978507 Page 1 of 1

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Kindred CDD 8529 Southpark Cir Ste 330 Orlando, FL 32819-9064	Ship To: TBD at a later date	Bill To: Town of Kindred CDD 8529 Southpark Cir Ste 330 Orlando, FL 32819-9064
Attn: Jose Rodriguez	Attn:	Attn: Jose Rodriguez

Project No: 12897	Project Name: Kindred Phase 1A	Project Contact: Jose Rodriguez
Proposal No: 12897.24	Proposal Name: Kindred replacement parts	Project Location: 1450 Diamond Loop Dr Kissimmee, FL 34744 Project County: Osceola
Proposal Date: 3/25/2024	Proposal Expires: 4/24/2024	
For Questions Contact: Carrie Humbert ☎ 407-853-3570 ✉ carrie@rep-services.com		
		Opt/Rev: H/5 3/25/24 - CH

Vendor: Landscape Structures	Proj Drawings: 594593
-------------------------------------	------------------------------

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Kindred replacement parts						
Parts	100290	12 EA	Bhcs 6lp Lthd 3/8x7/8isst	3.98	3.98	47.76
	127179	12 EA	Bushing 5/8 Od X 3/8 Lg Sst	6.88	6.88	82.56
	218781	4 EA	Rope Swivel Tab	36.03	36.03	144.12
	221013	2 EA	Cable 64 1/8i	162.00	162.00	324.00
	223115	1 EA	installation instructions for Oodle swing	0.00	0.00	0.00
Product Subtotal:						\$598.44
Freight: Prepaid Ship Method: UPS Ground FOB: Destination Weight: 4 lbs Freight Charge						\$95.00
Landscape Structures Total:						\$693.44

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.

Product:	\$598.44
Freight:	\$95.00
Proposal Total:	\$693.44

Notes

This proposal is for parts and freight only. OJ# P18660-04
LSI request # 1184293-01-01

The undersigned warrants that he/she is an authorized representative of Town of Kindred CDD noted and has the requisite authority to bind Town of Kindred CDD and/or principal.

Accepted By:

Town of Kindred CDD

Company Name	Authorized By	Printed Name	Date
--------------	---------------	--------------	------

As Its: _____ (Title)

TAB 10

Agreement for Pressure Washing Services

The following provisions govern the agreement between the Town of Kindred Community Development District and Mitchell Sons Pressure Washing & Outdoor Cleaning LLC dated December 7, 2023 ("Agreement"), which is attached hereto as **Exhibit A**:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **SCOPE OF SERVICES:** Contractor submitted a proposal and represents that it is qualified to provide pressure washing services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"), to the areas identified therein; Contractor shall complete the services within a commercially reasonable period of time from the date of this Agreement.
3. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
4. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
5. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
6. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
8. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
9. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
10. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
11. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

MITCHELL SONS PRESSURE WASHING & OUTDOOR CLEANING LLC

By: Donna Mitchell
Its: Owner

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal



QUOTE

Mitchell Sons Pressure Washing & Outdoor Cleaning
 1873 Rustic Falls Drive
 Kindred, Florida 34744
 United States

Mobile: 407.663.3068

Items	Quantity	Price	Amount
Playground Clubhouse Playground - Removal of mildew and mold growth from equipment. Water access not available. *Mitchell Sons will try and remove black streaks from slides, from shoe soles, but most will not come all the way out.	1	\$400.00	\$400.00
Playground Soccer Field Playground - Removal of mildew and mold growth from equipment. Water access not available. *Mitchell Sons will try and remove black streaks from slides, from shoe soles, but most will not come all the way out.	1	\$600.00	\$600.00
Playground Brockridge Playground - Removal of mildew and mold growth from equipment. Water access not available. *Mitchell Sons will try and remove black streaks from slides, from shoe soles, but most will not come all the way out.	1	\$125.00	\$125.00
Playground Veterans Playground - Removal of mildew and mold growth from equipment. Water access not available. *Mitchell Sons will try and remove black streaks from slides, from shoe soles, but most will not come all the way out.	1	\$225.00	\$225.00
Picnic Table Pads Eleven (11) Picnic concrete pad cleaning. All pads around around the Clubhouse Playground and Tennis Courts. Water access not available.	1	\$275.00	\$275.00
Subtotal:			\$2,100.00
Total:			\$2,100.00
Estimate Total (USD):			\$2,100.00



QUOTE
Mitchell Sons Pressure Washing & Outdoor Cleaning
1873 Rustic Falls Drive
Kindred, Florida 34744
United States
Mobile: 407.663.3068

BILL TO
Town of Kindred PH 1
Jennifer Sanchez
1450 Diamond Loop Drive
Kissimmee, Florida 34744
United States
jsanchezkindredodd@gmail.com

Estimate Number: 20231129-1450
Customer Ref: Town of Kindred Ph
1
Estimate Date: November 29, 2023
Valid Until: January 29, 2024
Estimate Total (USD): \$2,100.00

Items	Quantity	Price	Amount
Pavilion Back Lakes Pavilion concrete pad and removal of dirt dobber nests on roof rafters. Water access available. *Removal of tape residue on roof rafters not included. This is from people hanging balloons and streamers.	1	\$125.00	\$125.00
Pavilion Clubhouse Tennis Courts Pavilion concrete pad and removal of dirt dobber nests on roof rafters. Water access not available. *Removal of tape residue on roof rafters not included. This is from people hanging balloons and streamers.	1	\$125.00	\$125.00
Pavilion Clubhouse Playground Pavilion concrete pad and removal of dirt dobber nests on roof rafters. Water access not available. *Removal of tape residue on roof rafters not included. This is from people hanging balloons and streamers.	1	\$125.00	\$125.00
Pavilion Partin Terrace Pavilion concrete pad and removal of dirt dobber nests on roof rafters. Water access not available. *Removal of tape residue on roof rafters not included. This is from people hanging balloons and streamers.	1	\$100.00	\$100.00

Exhibit B: Certificate of Insurance



Policy Number: 630B011934

**COMMERCIAL GENERAL LIABILITY
DECLARATIONS****Named Insured:**
Mitchell Sons Pressure Washing & Outdoor Cleaning, LLC**Effective Date:**
08/24/2023**Item 1. LIMITS OF INSURANCE**

\$	\$2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$	\$2,000,000	Products - Completed Operations Aggregate Limit
\$	\$1,000,000	Personal and Advertising Injury Limit
\$	\$1,000,000	Each Occurrence Limit
\$	\$100,000	Damage To Premises Rented To You Limit (Any One Premises)
\$	\$5,000	Medical Expense Limit (Any One Person)

Refer to individual policy forms and/or endorsements for various coverage sublimits, if applicable.

Item 2. AUDIT PERIOD (If Applicable):☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly**Item 3. FORM(S) AND ENDORSEMENT(S) made a part of this policy at time of issue:**

See Listing of Forms and Endorsements (IFG-I-0150)

Item 4. COMPOSITE RATE☐ If box is checked, see Composite Rate Endorsement (IFG-I-0152) for applicable classification, rates and premiums. If box is not checked, see page 2 of these Declarations for applicable classifications, rates and premiums.**Item 5. RETROACTIVE DATE (CG 00 02 only) :**Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:
(Enter Date or "None" If no Retroactive Date applies.)**Item 6. PREMIUMS**

\$	716.00	Total Coverage Part Advance Premium
\$	600.00	Coverage Part Minimum Premium (if applicable)

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

TAB 11



Playground mulch at Brook ridge and Ranger highlands

Date 2/5/2024
Customer Brian Mendes | Rizzetta & Company |
Property Town of Kindred | 1450 Diamond Loop Dr | Kissimmee, FL 32738
PO #

Installation of more Engineered playground mulch and the intersection of Brrok Ridge and Ranger Highlands.

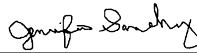
Default Group

Property Improvements

Items	Quantity	Unit	Price/Unit	Price
Mulch Installed	16.00	cuyd	\$72.00	\$1,152.00
Property Improvements:				\$1,152.00
PROJECT TOTAL:				\$1,152.00

Terms & Conditions

By 
Randy Preston
Date 2/5/2024
United Land Services

By 
Jennifer Sanchez
Date 02/05/2024
Town of Kindred

TAB 12



Towlando Towing & Recovery Inc

D.B.A Preston's Towing
2720 13th Street, St. Cloud, Florida 34769
Phone: (407)558-1455 Email: Towlando@gmail.com

AGREEMENT FOR TOWING SERVICES

PROPERTY ADDRESS OF TOWING AREA:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT, AMENITY CLUBHOUSE PARKING LOT
1450 DIAMOND LOOP DRIVE, KISSIMMEE, FLORIDA 34744

PROPERTY OWNER/PROPERTY REPRESENTATIVE INFORMATION:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT")
C/O BRIAN MENDES, DISTRICT MANAGER ("PROPERTY REPRESENTATIVE")
RIZZETTA & COMPANY
3434 COLWELL AVE.
TAMPA, FLORIDA
407-472-2471 X. 4404, BMENDES@RIZZETTA.COM

Towlando Towing & Recovery, Inc. D.B.A Preston's Towing, hereinafter referred to as "Towing Service", and the above listed District hereby enter into the following Agreement for the provision of trespass towing and agree as follows:

1. This non-expiring Agreement shall commence upon the full execution of the Agreement and shall be terminated at any time for ANY reason by either party upon 5 days prior written notice by certified mail. All amendments to this Agreement shall be in writing and signed by both parties.
2. By this Agreement, the Property Representative authorizes the Towing Service to remove any unauthorized vehicle/vessel or other abandoned property, hereinafter referred to as "Trespass Towing" parked on the listed property address, hereinafter referred to as "Premises".
3. Trespass Towing from the Premises is authorized by the District for the TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT, AMENITY CLUBHOUSE PARKING LOT, 1450 DIAMOND LOOP DRIVE, KISSIMMEE, FLORIDA 34744 at any time between the hours of 12 a.m. and 5 a.m., and without further request by the District. Trespass Towing from the Premises is also authorized on demand of Property Representative via **an email from** bmendes@rizzetta.com requesting the trespass tow, documenting the vehicle information and the reason for the trespass tow request.
4. Any vehicle(s) Trespass Towed from the Premises shall be towed to the Towing Service location listed, which is a **lighted, fenced and secured location (meeting the requirements of Section 715.07, F.S. and any local ordinance)**

Towing Service Impound Address(es):

2021 N Main Street Kissimmee, FL 34744 -or- 2720 13th Street St. Cloud, FL 34769

- 5. The parties agree that all fees paid by the vehicle’s owner or operator for the tow shall comply with provisions of Chapter 713.78 and 715.07 of the Florida Statutes, and in accordance with Establishment of rates. The parties further agree that the District shall not be obligated to pay any compensation to Towing Service in connection with this Agreement, and, in
- 6. Signs will be posted at each of the two entrances to the parking lot and will be placed in accordance with Section 715.07, F.S. and Osceola County Ordinance Sec. 22-1. The Towing Service shall provide all signage at no cost to the District.
- 7. The undersigned affirms that he/she has the authority to enter into this Agreement as an authorized representative of the District.
- 8. Towing Service will provide and install all Trespass Towing Signs. It is the responsibility of the District to maintain Trespass Towing sign(s) according to the Statutes listed in Section 10 (ten) below to include trimming foliage away from the signage to ensure they are clearly visible at all times. The District also agrees to notify Towing Service if damage or wear occurs so that the signs may be replaced.
- 9. The parties to this Agreement shall be governed by and shall comply with the provisions of Florida Statutes 713.78 and 715.07.
- 10. In undertaking to remove and store vehicles/vessels according to the Florida State Statutes Towing Ordinance listed above in #9, but subject to the limitations of liability set forth in Section 768.28, Florida Statutes, the District agrees to hold said Towing Service harmless from loss or damage or expense from any claim which may arise out of such removal of vehicle or vessel, providing they have exercised reasonable care in accordance with Florida State Statute 715.07.
- 11. By signing this Agreement, the parties agree that they have read and are in compliance with the Florida Statutes.

TOWLANDO TOWING & RECOVERY, INC.

D/B/A PRESTON'S TOWING

By: Anthony Mojica Jr
Its: President
Date: 2/6/2024

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

By: Jennifer Sanchez
Its: Chair
Date: 2/6/2024

MAP OF TOWING AREA:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT, AMENITY CLUBHOUSE PARKING LOT
1450 DIAMOND LOOP DRIVE, KISSIMMEE, FLORIDA 34744



CONTRACT ADDENDUM

The following provisions govern the **AGREEMENT FOR TOWING SERVICES ("Agreement")** between the **Town of Kindred Community Development District ("District")** and **Towlando Towing & Recovery, Inc. d/b/a Preston's Towing ("Contractor")**, 2307 Boggy Creek Road, Suite 83, Kissimmee, Florida 34744 ("**Agreement**"), to which this Addendum is attached:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in the Agreement. Contractor hereby covenants to the District that it shall perform the Services: (i) using reasonable care and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
4. **INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with any negligent or intentionally wrongful acts or omissions of Contractor, its subcontractors, its employees and/or agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
5. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit A**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
6. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
7. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
8. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
9. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
10. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
11. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. **CONFLICTS.** To the extent any provision of this Addendum is in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

TOWLANDO TOWING & RECOVERY, INC. by:

D/B/A PRESTON'S TOWING

By: Anthony Mojica Jr
Its: President

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

By: Jennifer Sanchez
Its: Chair

Exhibit A: Insurance Certificate with Endorsements

CERTIFICATE OF INSURANCE				DATE (MM/DD/YY) 02/23/2024
PRODUCER AND THE NAMED INSURED Prime Property & Casualty Insurance Inc. 8722 S. Harrison St. Sandy, UT 84070 (801) 304-5500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.		
INSURED Towlando Towing & Recovery Inc DBA: 2720 13th St Saint Cloud, FL 34769		<div style="text-align: center;">INSURERS AFFORDING COVERAGE</div> INSURER A: Prime Property & Casualty Insurance Inc. INSURER B: Prime Insurance Company INSURER C: - Company #27876		
COVERAGES		"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"		714772
The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> Commercial Liability (B) <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Exclude Products <input checked="" type="checkbox"/> Exclude Completed Operations	SC23091161	09/14/2023	09/14/2024	\$1,000,000 Per Accident \$1,000,000 Policy Aggregate
<input checked="" type="checkbox"/> Commercial Auto Liability (A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Drive Away <input type="checkbox"/> Specifically Described Autos	PC23091157	09/14/2023	09/14/2024	\$500,000 CSL \$750,000 Physical Damage-total scheduled value \$10,000 P.I.P Per Person
<input checked="" type="checkbox"/> Commercial Garage Liability (B) <input checked="" type="checkbox"/> G.K.L.L.- \$50,000 <input type="checkbox"/> O.T.R.P.D. <input type="checkbox"/> D.O.C. <input checked="" type="checkbox"/> Cargo- \$50,000 <input checked="" type="checkbox"/> On Hook- \$50,000 <input type="checkbox"/> Contractual Liability Indemnification <input type="checkbox"/> Wrongful Repossession <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Exclude Completed Operations <input checked="" type="checkbox"/> Exclude Products	SC23091161	09/14/2023	09/14/2024	\$300,000 Per Accident \$300,000 Policy Aggregate \$10,000 P.I.P Per Person
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Claims Made				
LIMITATION OF COVERAGE FOR ADDITIONAL INSURED Liability Coverage is only provided to the Additional Insured with respect to Accidents otherwise covered under the Policy/Coverage Contract where the Insured is found directly liable and not where the Additional Insured is found independently negligent of the Insured.				
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Garage Locations: 1) 2720 13th St, Saint Cloud, FL 34769; 2) 2021 N Main St, Kissimmee, FL 34744.				
<input type="checkbox"/> CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> WAIVER OF SUBROGATION <input type="checkbox"/> PRIMARY AND NON-CONTRIBUTORY				
Town of Kindred Community Development District 1450 Diamond Loop Drive Kissimmee, FL 34744		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ADDITIONAL INSURED ENDORSEMENT

ACA-01-02

This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!

Subject to all other terms and conditions of the Policy and all applicable Limits of Liability, the following changes to the Policy are made.

A. The following is added to **SECTION III - WHO IS AN INSURED** of the Policy:

C. For purposes of **SECTION I - LIABILITY COVERAGE** only, an "Insured" is also the person or organization identified below and scheduled in this Endorsement as an Additional Insured.

Policy Number: PC23091157

Insured: Towlando Towing & Recovery Inc

Effective Date of the Endorsement:

Additional Insured: Town of Kindred Community Development District

1450 Diamond Loop Drive

Kissimmee, FL 34744

B. Coverage provided to the above-identified Additional Insured is subject to the following:

The insurance afforded to the Additional Insured scheduled in this Endorsement is limited to liability arising from the Named Insured's business operations and only covers the Additional Insured for allegations of liability based upon alleged, actionable conduct of the Named Insured and only to the extent the Named Insured would have been liable and coverage would have been afforded to the Named Insured under the terms and conditions of the Policy had such Claim been made against the Named Insured.

The Named Insured is obligated to provide the Additional Insured with a copy of the Policy, the Endorsements and all related documents providing coverage. The Additional Insured is subject to the terms, provisions, conditions, exclusions, definitions, limitations, representations, and Endorsements of the Policy issued to the Named Insured and all related documents providing, limiting, excluding, modifying, or otherwise impacting coverage to the Named Insured. Failure of the Named Insured to adhere to any such provisions will defeat coverage under the Policy for all Additional Insureds.

Coverage is to be construed and enforced in accordance with the laws of the state where the Policy was issued. The Named Insured has consented to the jurisdiction of the courts of the state where the Policy is issued and has agreed that those courts shall be the exclusive forum to hear and decide disputes consisting of or relating to coverage issues.

TAB 13

AGREEMENT FOR POLLING PLACE

THIS AGREEMENT, dated 02/06/24, by and between Mary Jane Arrington, in her official capacity as Supervisor of Elections for Osceola County, Florida and the Owner of the polling place facility at the location listed below, do hereby agree to the following:

WHEREAS, the Supervisor of Elections desires the use of the premises and facilities known as, **Kindred Heritage Park**, located at 1450 Diamond Loop Dr., Kissimmee, FL 34744, for use as a polling place for Elections in calendar year 2024; and

WHEREAS, the Owner/Agent is agreeable to allowing the premises to be used as a polling place under the terms and conditions set forth below.

ACCORDINGLY, the parties agree to the following:

THE OWNER/AGENT AGREES:

1. To provide a polling place set aside for the sole purpose of holding the following Elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION:

Equipment Drop Off & Set Up
Election Day
Equipment Pick Up

MONDAY, MARCH 18, 2024
TUESDAY, MARCH 19, 2024
WEDNESDAY, MARCH 20, 2024

PRIMARY ELECTION:

Equipment Drop Off & Set Up
Election Day
Equipment Pick Up

MONDAY, AUGUST 19, 2024
TUESDAY, AUGUST 20, 2024
WEDNESDAY, AUGUST 21, 2024

GENERAL ELECTION:

Equipment Drop Off & Set Up
Election Day
Equipment Pick Up

MONDAY, NOVEMBER 4, 2024
TUESDAY, NOVEMBER 5, 2024
WEDNESDAY, NOVEMBER 6, 2024

This includes providing the premises in a clean and usable condition and acknowledging that no one other than the Election Office and/or elections staff may enter the polling room once the equipment is delivered. (Additionally, the owner/agent acknowledges that distribution of printed material of any kind or items such as food or beverages is prohibited on Election Day within the 150' radius from the polling room entrance, established by the Poll Deputy on Election Day.)

1. To provide parking spaces for Election Workers and voters on Election Day.
2. To provide the following from 5:30 AM until all closing procedures required by the Election staff are completed after the closing of the polls:

☒ A.D.A. accessibility ☒ Air Conditioning and Heat ☒ Restrooms for Election Workers & Voters

☐ Number of tables and chairs for election use: 5 tables and/or 20 chairs

☐ Kitchen facilities available to Election Workers on Election Day: ☐ None ☒ Limited ☐ Full Kitchen

3. To provide access to the polling location on Election Day by one of the following means:

☐ The owner/agent will open the polling place no later than 5:30 AM.

☒ The Supervisor of Elections' office may retain 2 keys to be used for election use only. (Please contact our office to make arrangements for the keys.)

4. To provide access to premises for delivery and set up the day before and pick-up of voting equipment the day after the election.

VOTING EQUIPMENT DELIVERY / PICK-UP

Election supplies will need to be delivered in the days preceding the election and will be picked up in the days following the election. We will try to accommodate special request. Election staff or representative will contact you several days before the Election to advise you approximate delivery time and pick-up of election equipment / materials.

Special requirements/requests/arrangements from Owner/Agent of building to the Supervisor of Elections:

THE SUPERVISOR OF ELECTIONS AGREES:

1. To utilize the facility for the sole purpose of conducting elections.
2. To return the premises to the owner in the same condition it was received.

Insurance Statement: Osceola County will be liable for all money damages in tort for any injuries to or losses of property, personal injury or death caused by negligent or wrongful act(s) or omission(s) of any official employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 of the Florida Statutes, as it may be revised or amended from time to time. The Owner shall be responsible for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the Owner, alone or in connection with a third party, or any of its employees, agents, invitees, guests, or representatives.

DAYTIME CONTACT PERSONS (Please list two):

Name Brian Mendes Phone Number 407-472-2471

Name Gio Massimino Phone Number 407-472-2471

EMERGENCY CONTACT PERSON & PHONE NUMBER

Name Brian Mendes Phone Number 407-472-2471

Facility Phone Number: 407-472-2471 ext: 4404 FAX: N/A

Days/Hours facility is open for equipment delivery/pick-up: 5am - 9pm

Preferred temporary storage area for Voting Equipment: TBD

Is that area secured and locked Y/N? _____

The owner/agent acknowledges that the Supervisor of Elections Office, voters, and they must comply with all Florida Election Law.

OWNER/AGENT SIGNATURE



DATE 02/06/24

SUPERVISOR OF ELECTIONS



DATE 02/06/2024

**OSCEOLA COUNTY POLLING SITE SURVEY
2024 ELECTIONS**

Polling Site Contacts:

Primary Contact Person: Brian Mendes Phone: 407-472-2471 ext: 4404

Secondary Contact Person: Gio Massimino Phone: 407-472-2471

After Hours Contact Person: Jennifer Sanchez Phone: 407-433-8450

*** FACILITIES AVAILABLE TO ELECTION STAFF:**

Kitchen Facility? Yes: ☒ No: ☐ Microwave? Yes: ☒ No: ☐ Refrigerator? Yes: ☒ No: ☐
Water Fountain? Yes: ☒ No: ☐ Tables (4+) Yes: ☒ No: ☐ Chairs (10+) Yes: ☒ No: ☐

What room is to be used for the polling site? _____

FACILITY INFORMATION:

Are there timers on the lights in the parking lot and/or building? Yes: ☐ No: ☒
Air Conditioning/Heating? Yes: ☒ No: ☐ Automatic Gates/Doors? Yes: ☐ No: ☒
If YES, will timer(s) be set to stay on between 5:30 am & 9 pm? Yes: ☐ No: ☐
Parking for Election Workers and voters on Election Day Yes: ☐ No: ☐

BUILDING ACCESS:

Will the Election Official have access no later than 5:30 am election day? Yes: ☒ No: ☐
Will someone be letting the election official in the facility? If Yes, write below. Yes: ☐ No: ☒

Name and telephone number of facility person: _____

Insurance Statement: Osceola County will be liable for all money damages in tort for any injuries to or losses of property, personal injury or death caused by negligent or wrongful act(s) or omission(s) of any official employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 of the Florida Statutes, as it may be revised or amended from time to time. The Owner shall be responsible for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the Owner, alone or in connection with a third party, or any of its employees, agents, invitees, guests, or representatives.

PERSON COMPLETING FORM: Brian Mendes DATE: 02/06/24

Please return completed form to: Osceola Supervisor of Elections, Attn: Jake Clark,

2509 E. Irlo Bronson Memorial Highway, Kissimmee, FL 34744,

or you may email the contract to jake.clark@voteosceola.gov or fax the contract to (407)742-6001.

TAB 14

SHORT FORM AGREEMENT FOR PURCHASE OF GOODS

This "Agreement" is made by and between: Town of Kindred Community Development District ("Owner") and HP Home Maintenance Solutions, LLC ("Seller"):

1. **PURCHASE.** The Owner and Seller are entering into this Agreement for the purpose of the District purchasing the items ("Goods") listed in the proposal attached as Exhibit A.
2. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
3. **TAXES.** The Owner is a governmental entity and not subject to sales tax. Accordingly, all purchases shall be made on a tax exempt basis.
4. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the "Schedule" (or if no Schedule is provided, within a reasonable period of time). Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the terms of this Order, including the Schedule.
5. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
6. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2023). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
7. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
8. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
9. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
10. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth in Exhibit B attached hereto.
11. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
12. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
13. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.
14. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
15. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
16. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
17. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien

provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.

18. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.

19. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

20. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.

21. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

22. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.

23. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.

24. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.

25. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.

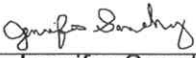
26. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

27. CONFLICTS. To the extent of any conflict between document and any exhibits hereto, this document shall control.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

TOWN OF KINDRED CDD


By: Jennifer Sanchez
Its: Chair

HP HOME MAINTENANCE SOLUTIONS LLC



By: Hector S. Pastrana
Its: owner

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

INVOICE



Bill To

Town Of Kindred I CDD
1450 Diamond Loop
Kindred, FL 34774
(407) 433-8450

HP Home Maintenance Solutions LLC

2812 Shelburne Way
Saint Cloud , Florida 34772
Phone: (407) 412-3731
Email: hphomemaintenancesolutions@gmail.com
Web: Www.hphomemaintenancesolutions.com

Payment terms Due upon receipt
Invoice # 286
Date 02/02/2024

Description	Rate	Quantity	Total
Pool lift chair	\$7,482.52	1	\$7,482.52
Pool chairs \$5717.53			
Shipping and handling \$365.00			
Removal of 2 old pool chairs disposal and installation of new pool chairs at the main pool.\$1400.00			
Subtotal			\$7,482.52
Total			\$7,482.52

Notes:

Payment is needed to order and install the pool chairs

By signing this document, the customer agrees to the services and conditions outlined in this document.

Gurif Samir

03/02/2024

Town Of Kindred | CDD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SOLUTION INSURANCE INC 5675 LA COSTA DR SUITE C ORLANDO FL 32807	CONTACT NAME:	Solution Insurance Inc		
		PHONE (A/C, No, Ext):	(407)442-2907	FAX (A/C No):	(407)537-9752
		E-MAIL ADDRESS:	semoran@solutionins.com		
		PRODUCER CUSTOMER ID #:			
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED	HP HOME MAINTENANCE SOLUTIONS LLC 2812 SHELBURNE WAY SAINT CLOUD FL 34772-9999	INSURER A:	Cypress Property & Casualty Insurance Company		10953
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			FGL 5025821 04	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
								\$
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Contractor's E&O						Per Claim Limit	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR						Annual Aggregate	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

HP HOME MAINTENANCE SOLUTIONS 2812 SHELBURNE WAY SAINT CLOUD, FL 34772	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SOLUTION INSURANCE INC ORLANDO FL

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TAB 15



Quarterly Compliance Audit Report

Town of Kindred

Date: March 2024 - 1st Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

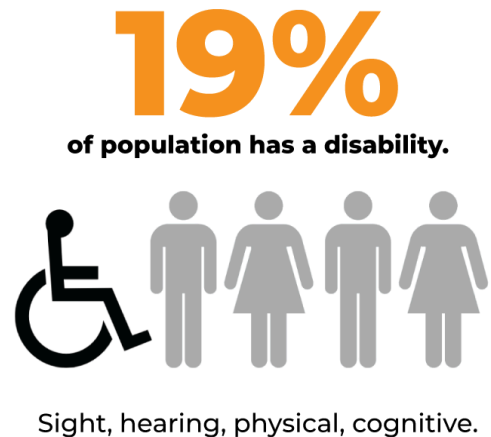
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web